

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks & Recreation Director, 954 797-1150

PREPARED BY: Dennis Andresky, Parks & Recreation Director, 954 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A ONE YEAR EXTENSION OF THE CONTRACT BETWEEN THE TOWN OF DAVIE AND LEARN2SWIM, INC FOR AQUATICS PROGRAM SERVICE. (\$18,000 revenue)

REPORT IN BRIEF: The Town's contract for Aquatics Program Service with Learn2Swim Inc. is in its initial one year term and will expire on September 30, 2008. The contract allows for up to two (2) one (1) year extension periods based on mutual agreement of the parties and approval by the Town of Davie Town Council. The vendor has requested a one year extension with all terms and conditions of the original contract remaining in effect. The contract results in \$18,000 in annual revenue to the Town. The vendor has provided satisfactory service and staff recommends approval of the one year extension as presented.

PREVIOUS ACTIONS: Vendor Selection Recommended by Bid Selection Committee.

Contract Award Authorized Per Resolution R-2007-247.

CONCURRENCES: Agreement reviewed and approved by the Town Attorney.

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

Additional Comments: Annual Revenue of \$18,000

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Agreement, Vendor Extension Request, Dept.
Recommendation, Current corporate status

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
APPROVING A ONE YEAR EXTENSION OF THE CONTRACT
BETWEEN THE TOWN OF DAVIE AND LEARN2SWIM, INC FOR
AQUATICS PROGRAM SERVICE.

WHEREAS, the Town conducted a formal bid and awarded a contract to Learn2Swim,
Inc. to provide Aquatics Program Service; and

WHEREAS, the contract is scheduled to expire on September 30, 2008; and

WHEREAS, the terms and conditions of the contract allow for two (2) one (1) year
extensions by mutual agreement of the parties and approval by the Town of Davie Town Council;
and

WHEREAS, the Town and contractor desire to extend the contract for an additional year.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
DAVIE, FLORIDA.

SECTION 1. The Town Council approves a one year extension of the contract with
Learn2Swim for the time period of October 1, 2008 through September 30, 2009.

SECTION 2. This resolution shall take effect immediately upon its passage and
adoption.

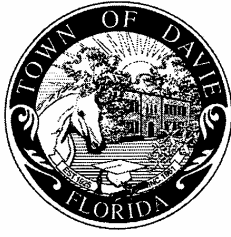
PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

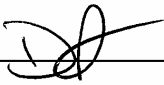
APPROVED THIS _____ DAY OF _____, 2008.



PARKS AND RECREATION DEPARTMENT
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

Memorandum

TO: Town of Davie Town Council

FROM: Dennis Andresky, Director Parks & Recreation 

SUBJECT: Contract Extension: Learn2Swim

DATE: May 30, 2008

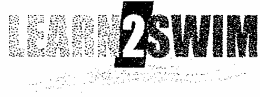
It is recommended that the contract between the Town of Davie and Learn2Swim, Inc. for Aquatics Program Service be extended for the first of two allowable one year extension periods.

The contract is in its initial year and is due to expire on September 30, 2008. The first extension period would begin on October 1, 2008 and end on September 30, 2009.

The contractor has provided satisfactory service and requests a one year contract extension with all terms and conditions remaining in effect.

The Town receives \$18,000 per year in revenue from this contract.

Please advise if you have any questions or need additional information.



May 13, 2008

To: Dennis Andresky, Director of Recreation Town of Davie

From: Karen King, Owner Learn 2 Swim Inc.

Re: Contract Renewal Request 2008 – 2009



Learn2Swim Inc. requests a continuance for and Aquatic Services Contract between The Town of Davie and Learn2Swim Inc. for 2008 – 2009.

We look forward to a successful 2008 – 2009 partnership with the town.

Sincerely,

A handwritten signature in black ink that reads "Karen King". The signature is written in a cursive, flowing style.

Karen King
Owner
Learn2Swim Inc.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
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Entity Name

Detail by Entity Name

Florida Profit Corporation

LEARN2SWIM, INC.

Filing Information

Document Number	P03000148473
FEI Number	200467308
Date Filed	12/09/2003
State	FL
Status	ACTIVE
Effective Date	12/10/2003

Principal Address

744 RIVERSIDE DR
CORAL SPRINGS FL 33071
Changed 05/02/2005

Mailing Address

744 RIVERSIDE DR
CORAL SPRINGS FL 33065

Registered Agent Name & Address

KING, KAREN
2808 NW 10TH AVENUE
WILTON MANORS FL 33311 US
Name Changed: 08/07/2006
Address Changed: 08/07/2006

Officer/Director Detail

Name & Address

Title DP
KING, KAREN
2808 NW 10TH AVENUE
WILTON MANORS FL 33311

Annual Reports

Report Year Filed Date

2005	05/02/2005
2006	08/07/2006
2007	07/05/2007

Document Images

07/05/2007 -- ANNUAL REPORT	View image in PDF format
08/07/2006 -- ANNUAL REPORT	View image in PDF format
05/02/2005 -- ANNUAL REPORT	View image in PDF format
07/01/2004 -- ANNUAL REPORT	View image in PDF format
12/09/2003 -- Domestic Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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AGREEMENT BETWEEN THE TOWN OF DAVIE
AND LEARN2SWIM, INC. FOR PROVISION OF
AQUATIC PROGRAMMING SERVICE

THIS AGREEMENT, made and entered into this 5th day of ~~September~~ 2007, by and
between:

Town of Davie, Florida
a municipal corporation
6591 Orange Drive
Davie, Florida, 33314
(hereinafter referred to as "TOWN")

AND

Learn2Swim, Inc.
Karen King
2101 N. Andrews Avenue
Ft. Lauderdale, FL 33311
(hereinafter referred to as "CONTRACTOR")

WITNESSETH

WHEREAS, the Town is desirous of providing aquatic programming at the Pine Island
Park pool and Betty Booth Roberts pool; and

WHEREAS, a formal RFP was disseminated, and the Davie Town Council awarded the
bid to Learn2Swim, Inc.; and

WHEREAS, the Town has verified Learn2Swim, Inc.'s qualifications, experience and
capability to perform fully the requirements for such a program, and has determined that
Learn2Swim, Inc. has the necessary staff with expertise, skills and capabilities to provide the
required services; and

WHEREAS, this agreement has been reviewed by the Town Attorney; and

WHEREAS, the Town and Learn2Swim, Inc. wish to enter into this Agreement to outline
the parties' responsibilities for the use of the Town's facilities during this proposed aquatics
program.

IN CONSIDERATION of the mutual covenants and agreements as herein set forth, sufficiency of
which consideration is hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

The term of this agreement is for a (1) year period beginning on October 1, 2007 and ending on
September 30, 2008. It is the Town's intention to award this contract to the firm that submits the
best overall proposal based on an evaluation of the proposals received and the bidder response to
the **REQUIRED SUBMITTALS**. The contract may be extended for two additional (1) year

periods by mutual agreement of the parties and approval by the Town of Davie Town Council. The Town reserves the right to add new pool locations to this agreement upon mutual agreement of the parties. It is at the sole discretion of the Town to award or not award this contract as it deems appropriate.

1. Conditions:

- A. Contractor shall conduct business in a professional and courteous manner to the satisfaction of designated Town staff. Contractor and all personnel and instructors under the direction of the Contractor must obey Parks & Recreation Department rules, regulations and policies. A copy of such policies is available at the Town of Davie Parks & Recreation Office.
- B. Contractor shall provide qualified/trained instructors for all programs offered and pay the Town in advance for the processing of Level II Background checks for themselves and any and all personnel they assign to a Town site to provide specified service. The current cost per individual screening is \$47.00. Contractor shall pay the Town said fee in advance and arrange for themselves and their staff to be processed as noted below. Background Screening must be done prior to the start of any program, class or service provided.

The Town of Davie Parks & Recreation Departments Level II Background Screening process is as follows

- Individual(s) to be processed complete a release form at the Town of Davie Parks and Recreation Department Administrative Office. Payment to the Town for the individuals being processed is due at this time per the current fee indicated above.
 - Individual(s) that have completed the necessary release form are given a copy of said release form and a blank fingerprint form. Town staff will arrange for an appointment for the individual(s) to be fingerprinted by the Town of Davie Police Department.
 - Individual(s) are responsible to go to the Town of Davie Police Department to have their fingerprints done.
 - The Town then processes the background check which takes approximately two weeks to complete.
- C. Contractor shall provide each participant with a fee schedule for all offered services and program packages. Program information and fees shall be posted at the lobby service counter at Davie Pine Island Park Aquatics and Fitness Center and in the Town provided public notice bulletin board at Betty Booth Roberts Park Pool.
 - D. Contractor must coordinate all program schedules with designated Town Staff in advance in order to prevent conflict of use situations and to allow for proper public notice and Town staffing adjustments. Contractor or Contractor Designee with authority to make decisions in the absence of the Contractor, must be available either in person or by phone to communicate with Town Staff as needed on a daily basis to resolve operational concerns and problem situations.
 - E. Contractor is required to provide a minimum of twenty five (25) scholarships annually for aquatic services for children of the community that cannot afford these services.

F. Town will provide lifeguard services during normal operating hours:

Summer Hours

Weekdays from 10 am to 7:45 pm.

Sat/Sun from 10 am to 5:45 pm

Winter Hours

Weekdays from Noon to 7:45 pm

Sat/Sun from 10 am to 5:45 pm

Should the Contractor choose to program pool usage during non normal operating hours, the vendor is responsible for the cost of lifeguard services at the rate of \$20.00 per hour per lifeguard. The Town may grant a variance to this policy for programs conducted by Swim Coaches or Instructors having current Lifeguard Certification with the approval of the Town's Human Resource Management Department. Requests to use Swim Coaches or Instructors in lieu of Town Lifeguards must be in written form and include proof of the individuals current lifeguard qualifications and dates and times of the program or activity.

G. The Town must have one quarter (1/4) of each pool area available for public use during normal operating hours.

H. The Contractor is permitted use of 3/4 of each pool during normal operating hours except during Town sponsored events/use. Current Town sponsored events and uses include:

1. Summer Camp Programs - Three quarters (3/4) of each pool area must be available for use as needed by the Town for joint use by the public and the Town's Summer Camp Program. The summer camp program runs from June through August from 9:00 a.m. to 5:00 p.m. Contractors aquatic programs and lessons must not conflict with use of the Towns' Pools for it Summer Camp Programs.

2. Splash for Trash Event - The entire pool must be available for use by the Town for the April Splash for Trash event. This event is held once per year as a partial day event which varies as to date and runs from 8:00 a.m. to 3:00 p.m.

3. July 4th Celebration Event - The entire pool must be available for use by the Town for the July 4th celebration from 10:00 a.m. to 10:00 p.m.

4. Labor Day Event - The entire pool must be available for the September Labor Day event from 8:00 a.m. to 6:00 p.m.

5. Family Bike Rally - The entire pool must be available for this twice a year partial day event which varies as to date and runs from 7:30 a.m. to 1:00 p.m.

I. The Town reserves the right to schedule additional Town events and usage and to make adjustments to the normal hours of operation and portion of pool area needed for public usage with reasonable notice being given to the contractor. The Town also reserves the right to control the pool as needed during inclement weather or in the interest of public safety.

J. The Contractor shall pay the Town a Fixed Amount of \$1,500/month.

K. Contractor is responsible for handling, processing and record keeping services related to operations under this agreement including but not limited to: registrations, receipt of payments for programs, accounting of transacted business and record keeping. Contractor shall provide Town a monthly report of all programs, services and rentals provided including fees charged for the provision of said programs, services and rentals. A monthly operations report is due by the 10th of each month for the previous months operations.

L. Contractor may collect user fees for the following:

1. Swim instruction programs and classes.
2. Rental of pool deck area and pool patio area for parties per Established Town Parks and Recreation Fee Schedule rates.
3. Contractor scheduled group use of the pool.
4. Swim team programs.
5. Water polo team programs.
6. Water aerobics/fitness classes.
7. Other aquatic programs or classes upon approval by Director of Parks and Recreation.

M. The Town will collect and retain all fees collected for:

1. Pool memberships.
2. Daily pool admissions and Non Contractor scheduled group use.

N. Contractor will provide a 25% fee discount to Town Employees for all programs offered.

2. Insurance: The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance, and Automotive Liability Insurance as required by State Statute. The Contractor shall carry in force at all times the insurance coverage with the Town included as "Additional Insured".

Insurance requirements are as follows:

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

Limits:	Worker's Compensation	-	Statutory
	Employer Liability	-	\$100,000 each accident
	Disease	-	\$500,000 policy limit
	Disease	-	\$100,000 each employee

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Limits: Bodily Injury /Property Damage Combined Single Limit -
\$1,000,000 each occurrence. This shall include coverage for:

Premises/Operations
Products/Completed Operations
Contractual Liability
Independent Contractors

Insurance must be furnished to the Town PRIOR TO THE COMMENCEMENT of any work. Failure to do so will result in the recommendation to terminate the contract immediately.

The Town ~~will be given thirty (30) days~~ written notice of any cancellation or material change in any policy.

3. Indemnity Hold/Harmless Agreement: The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

4. Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. Discrimination Clause: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. Cancellation: The Town will issue a notice in writing should Contractors fail to reasonably perform the services as specified herein in the sole discretion of the Town. Contractor will have five (5) days after receipt of notice to respond to the complaint and advise any corrective action that will be taken to alleviate the problem. The Town reserves the right to cancel the contract if corrective action is not implemented. This contract will be canceled upon receipt of written notification.

7. Selling, Transferring or Assigning Responsibilities: The Contractor shall not sell, transfer or assign the performance required by this proposal without the prior written consent of the Town. Any award issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable, except with the prior written consent of the Town.

8. Permits, Taxes and Licenses: The Contractor shall at their own expense obtain all necessary permits and pay all applicable licenses, fees or taxes.

NOTICE:

Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO TOWN:

Dennis Andresky or representative
Parks and Recreation Director
6901 Orange Drive
Davie, Florida 33314

AS TO Contractor

Learn2Swim, Inc.
Karen King
2101 N. Andrews Avenue
Ft. Lauderdale, FL 33311

GOVERNING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue for any litigation thereon to be found in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SEVERABILITY:

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

LICENSE NOT A LEASE:

This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein.

NON-DISCRIMINATION:

The Contractor shall comply with Title I and Title II of the Americans with Disabilities Act regarding non-discrimination on the basis of disability in employment and the provision of services, and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability.

No persons, on the grounds of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the use of said materials or offering of services by the Contractor.

PENALTY FOR DAMAGE:

Town's Municipal Code

Sec. 16-3. Damaging public property prohibited.

It shall be unlawful to wantonly, willfully or maliciously mar, deface, injure or mutilate any of the town buildings, vehicles, equipment, furniture, street signs, traffic signs, or traffic control equipment, or any other property of the town.

(Code 1964, § 10-8)

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Use Agreement the day and year first written above.

LEARN2SWIM, INC.

TOWN OF DAVIE, FLORIDA

BY: [Signature]
DIRECTOR

BY: [Signature]
MAYOR

ATTEST:

[Signature]
TOWN CLERK

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the 30th day of August 2007, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Learn2Swim, Inc, signed this Agreement on the 30th day of August, 2007.

WITNESSETH my hand and official seal at Davie, Broward County, Florida this 30th day of August, 2007.

My Commission Expires:

4-12-2011
Courtney Tennyson
NOTARY PUBLIC, State of Florida

